

SCHOOL RESOURCE OFFICER PROGRAM

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF RIVERSIDE POLICE DEPARTMENT AND THE ALVORD UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into this 24th day of June, 2016 between the City of Riverside Police Department (hereinafter referred to as "City") and the Alvord Unified School District (hereinafter referred to as "District"), collectively the "Parties."

WHEREAS, the City is obligated to provide a comprehensive law enforcement program to the citizens and property owners within the City's jurisdiction and the District supports such an obligation and desires to assist the City in carrying out its obligation; and,

WHEREAS, the Parties desire to further impress upon the minds of the pupils within the city of Riverside the principles of morality, truth, justice, patriotism, a true comprehension of the rights, duties and dignity of American citizenship, the reduction of criminal activity and drug suppression; and,

WHEREAS, the School Resource Officer Program (hereinafter referred to as "Program") is of critical importance in that officers assigned to the Program (hereinafter referred to as "SROs") encourage students to be responsible for their own actions, foster respect for other people, develop cultural sensitivity, make informed life style decisions and develop a mutual understanding between the youth and police viewpoints; and,

WHEREAS, the "partnership" philosophy with the Program encourages students and law enforcement to work toward a better community and is a basic tenet of Community Oriented Policing;

NOW, THEREFORE, for and in consideration of the collaborative agreements herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term and Termination

The term of this Agreement shall be for a period beginning on or before July 1, 2016 and ending June 30, 2018. District or City may terminate this Agreement by giving thirty (30) days written notice of termination in the manner set forth in paragraph 11 of this Agreement.

2. Obligation of City

During the term of this Agreement, City hereby covenants and agrees to the following:

- A. Assign three (3) SROs to the District for the term of the Agreement. Each

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SRO shall perform services under the supervision and direction of the City's Chief of Police or designee.

- B. The SRO's regular workweek shall be eight (8) hours per day, Monday through Friday, excluding school holidays.
- C. Assign a police officer of supervisory rank to act as liaison with District and individual school administration for law enforcement efforts at District sites.
- D. The priority is to assign one SRO to each of the three high schools (La Sierra, Norte Vista and Hillcrest) with support to Alvord Continuation High School plus the middle and elementary schools as time allows.

The time allocations shall be modified on a day-to-day basis based on emergency situations, sick leave, court appearances and other special requirements.

The respective SROs or their supervisor shall notify the respective high school principal, or designee, of the SROs daily schedule as far in advance as possible.

- E. The SRO and the assigned supervisor shall meet with the respective principals, or designee, at least twice during the year with the first meeting occurring prior to the start of the school year to review duties and responsibilities.
- F. Make available to each SRO appropriate equipment and training as would normally be afforded a police officer working for the City. Training periods shall be coordinated in advance with the District and the city will strive to schedule training during non-school days so as to maximize the on-site time of the SRO.
- G. Make activity records available to District on a semi-annual basis.
- H. Routine investigations on District sites by law enforcement shall be coordinated with respective principals or official designees when such coordination will not compromise the investigation.
- I. Special investigations on District sites shall be with a mutually agreed upon designee of the District if such coordination will not compromise the investigation.
- J. City agrees to accept and investigate reported incidents of criminal behavior consistent with Riverside Police Department guidelines used throughout the city to curb drug abuse by the arrest and removal of juvenile and adult violators within the parameters of the law.

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- K. Using the SROs, provide in-service training sessions to District personnel, parents and students on topics of common interest and mutually agreed upon. Such training may include crime prevention, drug prevention, personal safety, etc.
- L. Evaluate the Program up to two times annually. Said evaluation shall be accomplished by a member of the administrative staff of the District, a SRO and at least one other supervisory member of the Riverside Police Department.

3. Obligation of District

During the term of this Agreement, District hereby covenants and agrees to the following:

- A. District personnel shall cooperate with the SRO and City to facilitate the performance of services pursuant to this Agreement and the City's general law enforcement duties.
- B. Provide the SROs with an office, furniture, computer, and telephone with voice mail at each high school site.
- C. Provide the SROs with a transceiver radio in order to communicate with staff at the respective school sites.
- D. When there is a need for emergency law enforcement assistance, respective principals or official designees are first to call 911 and then notify the appropriate SRO via pager or cell phone. The SRO shall respond as quickly as possible and provide further direction, as necessary.
- E. The principal or official designee of District shall be responsible for making non-emergency requests for police services. Such requests shall be made directly to the designated SRO. If that officer is not available the unit supervisor may be contacted to determine when that officer will be available.

4. Supplemental Services

District may request City provide additional services during evening or weekend events such as PTA meetings, Back-to-School nights, Open House(s), athletic or performance events, dance(s), prom(s), or other District-sponsored events. City shall use its best efforts to provide the requested services by the SRO assigned to the respective school site at which the event or activity is scheduled. District shall be obligated to compensate City for such supplemental services.

5. Compensation

The Program shall be funded by District and City as follows:

For Fiscal Years 2016-17 and 2017-2018, the District shall compensate City a sum not to exceed two hundred sixty-one thousand three hundred forty six dollars and 50/100. (\$261,346.50) each year.

- A. The compensation amounts designated above are detailed in Attachment "A" attached hereto and incorporated herein by this reference. Such compensation amounts may be adjusted based on negotiated labor agreements which may change from time to time.
- B. The City agrees to only invoice the District for actual school days worked by the SROs or when another police officer is specifically assigned and dedicated to backfill in the absence of the regularly assigned SRO.
- C. For Fiscal Years 2016-18, the District shall compensate City a sum of seventy dollars and 41/100 (\$70.41) per hour for supplemental services.
- D. District agrees to compensate City for services satisfactorily rendered pursuant to this Agreement upon receipt and approval of invoices. Compensation for Supplementary Services shall be made by District within thirty (30) days of receipt of proper invoice.

6. Selection of SRO

The selection of police officers and supervisory personnel for the Program shall be at the sole discretion of the City's Chief of Police. The Chief of Police is encouraged to solicit input from the District as to SRO selection and assignment.

7. Insurance

- A. City, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 - 1. General Liability Self-Insurance Program with a limited of not less than \$1,000,000 per occurrence.
 - 2. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
 - 3. Workers' Compensation as required under California State law.

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4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of City and District against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverage and limits required under Section 7 (A) shall not in any way limit the liability of City. City shall furnish District with a Certificate of Self-Insurance endorsed to District evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to District of any material modifications, change or cancellation of the above insurance coverage.

- B. District, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 1. General Liability Self-Insurance Program with a limited of not less than \$1,000,000 per occurrence.
 2. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
 3. Workers' Compensation as required under California State law.
 4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of City and District against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverage and limits required under Section 7 (B) shall not in any way limit the liability of District. District shall furnish City with a Certificate of Self-Insurance endorsed to Tenant evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to City of any material modifications, change or cancellation of the above insurance coverage.

8. Indemnification

City agrees to defend, indemnify and hold District, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, omissions or misconduct of City, its officers, employees, agents or volunteers.

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District agrees to defend, indemnify and hold City, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, omissions or misconduct of District, its officers, employees, agents or volunteers.

9. Third Party Beneficiary

This Agreement, including but not limited to, the indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

10. Tobacco Free Facilities

Smoking of cigarettes or other tobacco products is prohibited in all buildings and all grounds owned or leased by the District at any time.

11. Notices

All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either Party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

If to City:
City of Riverside
3900 Main Street
Riverside, CA 92522
Attn: City Manager

If to District:
Alvord Unified School District
9 KPC Parkway
Corona, CA 92879
Attn: Superintendent

12. Assignment

City shall not assign this Agreement or any interest therein, without the prior written consent of District. Any such assignment without the District's consent shall be void and shall, at the option of the District, terminate this Agreement.

13. Non-Waiver

The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

14. Authority

The Parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement.

15. Entire Agreement

This Agreement sets forth the entire agreement between City and District, and any modifications or extensions must be in the form of a written amendment duly noticed and approved at a public meeting.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF RIVERSIDE, a California
Charter city and Municipal Corporation

ALVORD UNIFIED SCHOOL DISTRICT

By: _____
John A. Russo, City Manager

By: Sid Salazar, Ed.D.
Sid Salazar, Ed.D., Superintendent

Attest: _____
Colleen J. Nicol, City Clerk

Approved as to Content:

By: Sergio G. Diaz
Sergio G. Diaz, Chief of Police

Approved as to form:

By: Chief Assistant City Attorney
Chief Assistant City Attorney

Agreement for School Resource Officer Program

Attachment A

School Resource Officer- Alvord Unified School District		
Program Costs		
Estimated Annual Cost		
	50 % of Costs per SRO officer	Three (3) SRO Officers
Police Officer Hourly Rate Step #6 With Advanced Certificate Educational Incentive and benefits \$174,231 per year	\$87,115.50	\$261,346.50
Total Costs	\$87,115.50	\$261,346.50